GOODYEAR PURCHASE ORDER INSTRUCTIONS - 7-2023

Unless you have already completed the annual CTPAT survey made available by Goodyear, please visit supplier.goodyear.com and complete the Customs Trade Partnership Against Terrorism (C-TPAT) package.

All Instructions Apply Generally Unless Otherwise Indicated

General Instructions

- 1. Any proposal, bid, or quotation or similar document submitted by Seller applies only to the extent expressly incorporated in this Purchase Order and only to the extent it does not modify or vary the terms and conditions of this Purchase Order. The Instructions set forth herein supplement (and do not limit) the Purchase Order Terms and Conditions. Certain Instructions may restate requirements of general application included in the Purchase Order Terms and Conditions. In the event of a conflict among these Instructions, they apply in the following order of precedence: (a) facility-specific Instructions; (b) country- specific Instructions; (c) Instructions by order type; and (d) General Instructions. Certain Instructions apply based on order type; where order type is not otherwise specified by Purchaser, the type will be Standard for purposes of the applicable Instructions.
- 2. Any and all changes to this order can only be implemented through a change order issued by Purchaser's Purchasing Department. Any invoices received reflecting changes not so authorized will be returned unpaid. You are urged to report all unauthorized changes required to complete the job to the Purchaser. Rates will be as set forth herein or as approved by change order issued by Purchaser's Purchasing Department.
- 3. Seller shall to the extent at any Purchaser facility comply with the Purchaser Police, Fire and Safety Regulations attached as Exhibit A hereto, and with Form F-728 as from time to time in effect and available from Purchaser.

If goods, substances and/or products containing chemical substances are supplied under this Purchase Order, in accordance with the requirements of OSHA Hazard Communication standard 29 CFR 1910.1200 (or any successor provisions (or analogous Canadian requirements under the Workplace Hazardous Materials Information System (WHMIS)), you are required to supply a current (no more than 3 years old) U.S. OSHA GHS format compliant Safety Data Sheet (SDS) stating the percentage of all OSHA Hazardous chemicals and, if applicable, such related forms as may be requested by Purchaser. Provide the above referenced SDSs to the indicated ship location with initial shipments of goods, substances and/or products and subsequently when the SDS is updated or at least annually with the shipment of product each year. All SDSs must refer to the Purchaser's relevant Purchase Order. In the event instructions for submission of SDS documents and/or information are from time to time provided by or on behalf of Purchaser, Seller shall comply with such instructions.

All materials used in part manufacture must comply with current environmental and government regulations. If goods are supplied under this Purchase Order, your acceptance of this order constitutes your certification that the products: (1) have been reported to EPA/CEPA for inclusion in the "toxic substances control act chemical substance inventory", and where your products are mixtures, that all related components of said mixtures has been reported; or (2) are explicitly exempt from reporting; or (3) have received EPA/CEPA approval for manufacture, if said products were first manufactured after July 1, 1979. Appropriate hazard warning labels must be attached to all materials.

In addition, your acceptance of this Purchase Order constitutes your certification that the covered products and services (a) comply with all applicable federal, state, provincial, and local government laws, rules, and

regulations pertaining to safety and/or the environment, including, without limitation, in respect to manufacturing toxic and hazardous substances, materials, and chemicals; including, but not limited to, all constituents involved with the process of producing the toxic and or hazardous substances, materials, and chemicals; (b) comply with all applicable federal, state, and local governmental laws, rules and regulations concerning or relating to US TSCA, DOT, RCRA, CERCLA, SARA, OSHA, US State counterparts and/or analogs to the foregoing, Canadian CEPA, Transport Canada, NPRI, Canadian Centre for Occupational Health and Safety and/or provincial Health, Safety and Environmental Ministries and Occupational Health and Safety Acts, including such requirements as apply to the activities of distribution, transportation or any other commercial transaction for toxic and or hazardous substances, materials, and/or chemicals; and/or as relate to machine and/or equipment standards and/or requirements; (c) you have in place programs to effectively implement safety and environmental plans and procedures to assure that all above criteria are met; and (d) otherwise comply with Purchaser's environmental and safety requirements and other Purchaser and/or site policies and requirements.

Materials and/or products supplied must not contain any asbestos, polychlorinated biphenyls (PCBs), lead, mercury and any substance considered restricted, toxic and/or hazardous under current governmental and safety constraints. Your acceptance of this order constitutes your certification that materials and/or products supplied are in compliance. Any items found to contain either will be refused and returned to the Seller at its expense.

All work must be handled in an EPA/CEPA approved manner and include all paperwork required by EPA/CEPA, state, provincial and local agencies for notification, disposal authorization, disposal and monitoring. Seller shall provide to Purchaser copies of all documents involved. The relevant Purchaser facilities will be your contact on setting up a pickup date and time for this along with any other questions you have. All waste generated by the Seller shall be managed by the Seller in compliance with all federal, state, provincial, local and Purchaser regulations and policies. All waste generated by the Seller must be removed from Purchaser property within applicable regulatory time frames or as otherwise specified by Purchaser. Waste generated by the Seller shall be labeled and shipped in compliance with federal, state, provincial, local and Purchaser regulations and policies.

4. When requested, our customers shall be afforded the right to verify that the product conforms to the specified requirements. Verification can take place at the Seller's facility or at our facility, as specified by us. Verification by the customer shall not absolve the Seller of the responsibility to provide an acceptable product or be used as evidence of effective quality control by Seller, nor shall it preclude any subsequent rejection by the customer or us.

This Purchase Order is specifically for the part number(s) referenced on this order. If for any reason the part number received is not the same, the part will be returned at your cost with additional handling charges added.

Where this order calls for calibrated instruments to be provided and such instruments are received out of calibration, the calibration lab must indicate to the extent that the calibrated instruments are out of calibration.

When the items listed on this order require calibration, all certification or repair work must be performed and documented as follows:

- (a) Date certification or repair work performed.
- (b) Identification of item certified with model #, serial #, description, etc.
- (c) Tolerance and accuracy of equipment certified before and after.

- (d) Identification of device used to perform certification and provide traceability to NIST.
- (e) Expiration or certification date relating to the standards used for certification.
- (f) Signature of the certification technician performing the test.
- (g) Environmental conditions at the time of certification.
- (h) Actual work sheet details of the calibration work performed.
- 6. For raw materials and/or chemical products, certificate of analysis information must be submitted via the Goodyear Supplier Information System (SIS) prior to shipment. If this is not possible, you must provide this information to Purchaser prior to shipment.

All Sellers are, for such materials and/or products, required to use SIS. This is a web based system that suppliers use to enter quality shipment data for each shipment that they send to Purchaser facilities. Purchaser uses this system in all of its facilities for incoming raw materials and chemical products. Failure to use this system may result in a corrective action (CAR) being issued against you at a minimum cost of \$100 U.S. dollars per shipment. Sellers are required to comply with the Goodyear Global Supplier Quality Manual, and all conditions thereof.

Materials must be same grade as regularly furnished and approved by us. Material with a production date of over 1 year will not be accepted. Material code to be marked on each package and all invoices and bills of lading for this order. Mark drums, barrels, and boxes on tops & sides using a minimum of 1" letters. Please show production date and expiration date, if applicable, on all labels for drums, barrels, boxes and bags of material.

- 7. Seller must keep adequate records relating to this order, which shall be subject to audit at our option.
- 8. Please show the information required by the Invoicing Instructions as well as the date of shipment and Purchaser material code (if applicable) on all packages and packing slips. Payments of invoices are released and will be due on or by the 15th (or later, the next applicable business day) and for each month, the second business day of the following month following the period contemplated by the applicable payment terms.
- 9. Lean Methodologies will be used and Seller will work with Purchaser's Continuous Improvement Team to optimize costs savings.
- 10. Please ship using the method specified on this Purchase Order. If unable to do so, please advise Purchaser before shipping. No shipping charges will be paid on invoices where the procedures required by these Instructions have not been followed.

Seller and any approved subcontractor must meet 100% on-time delivery requirements and anything less is not acceptable. Seller and any approved subcontractor must advise the Purchaser immediately if there is a change in the above referenced ship date.

It is requested that you improve upon the ship date. If you cannot meet the ship date, you are to notify the Purchaser immediately.

This order authorizes one shipment unless otherwise expressly specified. Partials will be permitted only upon approval of Purchaser. Any partials permitted must reference this particular Purchase Order number. Do not over ship this order without authorization by Purchaser. A 20% handling fee (minimum \$25.00) plus inbound and return freight will be charged to your account. This also applies to incorrect material received.

Shipment of full truckload items where shipping is paid by Purchaser must be approved by the Purchaser Load Planning Center for that freight lane.

Styrofoam packing or Styrofoam peanuts are not to be used in any container delivered. Wooden pallets are not to be used for shipments.

11. Seller shall provide on the packing list, as applicable, the specific U.S. Commerce Department Export Control Classification Number (ECCN), the U.S. Munitions List classification under the International Traffic in Arms Regulations (ITAR), or if the Seller is a non-U.S. Person, any export control number of the Seller's governing jurisdiction applicable to the item or material, which covers each item or material furnished on this Purchase Order. Export Control Classification Numbers are (a) the numbers (and any applicable subparagraph thereunder) used in the Commerce Control List (Supplement No. 1 to Part 774) of the U.S. Commerce Department Export Administration Regulations, 15 CFR (Code of Federal Regulations) Part 730- 774, or (b) the number "EAR 99" in the case of items that are not listed on the Commerce Control List. An ECCN consists of a set of digits and a letter (and any applicable subparagraph designation thereunder). The Export **Administration Regulations** (EAR) available are at: http://www.access.gpo.gov/bis/ear/ear data.html. The **ITAR** available are at: https://www.pmddtc.state.gov/regulations_laws/itar.html.

If an export license is required, Seller shall notify Purchaser by sending a copy of the packing list to Purchaser by e-mail to gwen_cupp@goodyear.com.

Failure to provide this information will result in the product not being released for shipment from the freight forwarder. This in turn will result in Seller's invoice being held until such information is provided.

This Purchase Order may be subject to the Canadian goods and services tax (GST), provincial sales tax (PST), and/or harmonized sales tax (HST). Please insure that your invoices show the applicable tax(es), separately from the item price. Your invoices also must show your GST registration number and if Quebec tax applies, the Quebec registration number. Any invoices not complying with this request will be returned for corrections.

12. U.S. Facilities: Any contractor installing, maintaining, servicing, repairing, or disposing of any appliance or equipment containing ozone-depleting substances (ODS) shall perform those services and manage all ODS in compliance with all applicable federal, state, and local laws and regulations, including but not limited to the requirements of 40 CFR Part 82. The contractor shall use only trained and certified technicians and certified equipment in accordance with such laws and regulations. The contractor shall properly recover, reclaim, and dispose of known or suspected ODS in accordance with such laws and regulations, and shall maintain all records and provide to Goodyear all records or other information as required under such laws and regulations.

Canada Facilities: Any contractor installing, maintaining, servicing, repairing, or disposing of any appliance or equipment containing ozone-depleting substances (ODS) shall perform those services and manage ODS in compliance with all applicable national, provincial, and local laws and regulations, including but not limited to the requirements of the Ozone-depleting Substances and Halocarbon Alternatives Regulations (SOR/2016-137). The contractor shall use only trained and certified technicians and certified equipment in accordance with such laws and regulations. The contractor shall properly recover, reclaim, and dispose of known or suspected ODS in accordance with such laws and regulations, and shall maintain all records and provide to Goodyear all records or other information as required under such laws and regulations.

Additional Instructions for Framework and/or Blanket Orders

13. This order does not represent a firm commitment by Purchaser to purchase the goods or services noted above. Individual orders may be placed against this Purchase Order as needed by a release or other documentation issued by Purchaser.

All performance is subject to audit as described in the Purchase Order Terms and Conditions. Consequently, you must compile and maintain accurate records, including, but not limited to, records of all time and material charges billed. These records shall include, but not be limited to, all invoices for materials, subcontracted work, and employee payroll records. These records must show time charged to Purchaser, cancelled payroll cheques (being complete enough to permit tracing to tax returns), and all applicable worker's compensation and employer's general liability insurance required by law.

Seller is responsible for securing any and all permits required and must pay fees for same, by local, state, provincial, or federal agencies or third parties.

Seller must (and must ensure that Seller's subcontractors) furnish with each invoice affidavits listing subcontractors and material men. Seller must (and must ensure that Seller's subcontractors) sign lien waivers.

Daily time sheets must be signed by the Purchaser and must accompany your invoice along with material invoices. Seller must comply with all Purchaser safety rules and regulations and obtain the insurance required by the Purchase Order Terms and Conditions, naming Purchaser as an additional insured.

All Seller employees and approved subcontractors are required to sign in and out at the gatehouse (or entrance if there is no gatehouse) when entering the Goodyear facility.

Additional Instructions for Repair and Return Orders

14. The listed items are to be repaired and returned (or in the case of extinguishers, propane tanks or other items for which Purchaser requests refilling, refilled and returned) to Purchaser. Cost to repair or refill must not exceed the specified amount shown. You must contact Purchaser for written change order in excess of this amount. If cost is not specified, cost estimate must be provided and approved in writing by Purchaser prior to performing any work. Adequate records shall be kept relating to this order, which is subject to audit at our option. In the event materials are not returned, Seller must pay their replacement cost and related expenses and losses. In no event may costs exceed 50% of replacement value.

Additional Instructions for Release Orders

15. Please send or email to Purchaser's facility purchasing manager on the day of shipment, giving our order number, material code, shipment date, car number and routing, and net quantity.

Additional Instructions for Time and Material Orders

16. This Purchase Order is subject to cancellation, including in circumstances where Goodyear deems work unsatisfactory.

All time and material work is subject to audit by Goodyear, or its designate, for a period of five years. Consequently, you must compile and maintain accurate records of all time and material charges billed. These records shall include, but not be limited to, all invoices for materials, subcontracted work, and employee payroll records. These records must show time charged to Goodyear, cancelled payroll cheques

(being complete enough to permit tracing to tax returns), and all applicable worker's compensation and employer's general liability insurance required by law.

Seller is responsible for securing any and all permits required by local, state, provincial or federal agencies or third parties, and must pay fees for same.

Seller must (and must ensure that Seller's subcontractors) furnish with each invoice affidavits listing subcontractors and material men. Seller must (and must ensure that Seller's subcontractors) sign lien waivers.

Daily time sheets must be signed by the Purchaser representative and must accompany your invoice along with material invoices. Seller must comply with all Purchaser safety rules and regulations and obtain the insurance required by the Purchase Order Terms and Conditions, naming Purchaser as an additional insured.

All Seller employees and approved subcontractors are required to sign in and out at the gatehouse (or entrance if there is no gatehouse) when entering the Goodyear facility.

Additional Instructions for Emergency Orders

17. CONFIRMING PURCHASE ORDER - DO NOT DUPLICATE! THIS ORDER WAS CALLED TO YOU ON AN EMERGENCY ORDER BASIS - PLEASE DO NOT DUPLICATE MATERIALS OR SERVICES PROVIDED OR TO BE PROVIDED!

Additional Instructions for Orders Involving Workforce and/or Temporary or Other Labor Services

18. Purchaser agrees to provide information and training to employees of Seller, or to provide training materials to Seller for Seller to use for such employees and parent, subsidiary, sister or affiliated company of Seller and any person who or which performs services for or on behalf of Seller in any capacity, including, employees, agents, representatives, subcontractors and vendors of Seller ("Seller Associated Persons") as applicable (in which event Seller will provide such training for such employees and Seller Associated Persons as applicable), at the beginning of their initial assignment to perform any services, regarding site specific safety and hazards, including the nature of hazards to which they will be exposed, how to recognize them, what is done to control them and the protective measures they should take. The information provided by Purchaser will include, without limitation, information concerning on site hazardous chemicals, as defined in 29 C.F.R. Section 1910.1200(c) or other "Right to Know Laws" as applicable. Seller shall be responsible to provide all such information, training, and/or training materials to Seller Associated Persons, as applicable. Seller shall, and as applicable, shall cause all Seller Associated Persons to, be responsible to be compliant with, and provide, all other regulatory mandated training in accordance with OSHA and other standards, as applicable under law, during the time any of its employees are performing any services. Seller shall work with Purchaser, as applicable, to ensure all workers furnished by Seller, and as applicable, all Seller Associated Persons, are trained in and to comply with Purchaser's policies, procedures and directives applicable to activities at the relevant facility, including security, environmental protection, worker health and safety, sexual or other harassment, access, use of controlled substances, and similar activities, and comply with the safety and other practices and procedures established for those premises. Seller will provide, promptly following initial training of employees and from time to the thereafter promptly following additional trainings or upon request of Purchaser at any time, written documentation substantiating Seller's compliance with the agreement and the requirements of applicable law, including adequate training in compliance with OSHA's Hazardous Communication standard with regard to on site hazards. Seller will maintain OSHA logs for its employees with respect to incidents related to the services provided hereunder,

provided that to the extent such employees do not have an on-site supervisor provided by Seller, Purchaser will maintain such logs.

Additional Instructions for Lawton

19. Receiving hours for central receiving are 7 am to 2 pm Monday through Friday, excluding holidays. Exceptions to these hours require prior approval by Purchaser.

Additional Instructions for Topeka

20. Goodyear-Topeka receiving hours will be from 7:00 am to 7:00 pm Monday through Saturday (except holidays). All Dock 1 (Raw Materials) & Dock 3 (Wire) deliveries must have an appointment unless drop yard arrangements are made in advance. Appointment arrangements can be made by phone or email to contact numbers and addresses specified by Purchaser. Contact the facility purchasing manager for additional information.

Additional Instructions for Napanee

- 21. Environmental regulations of the Napanee facility dictate no polychlorinated biphenyl (PCB), asbestos or any substance considered restricted, toxic and/or hazardous under current governmental and safety constraints are allowed on site. Any infraction must be reported immediately to Purchaser's environmental engineer.
- 22. If electricity and/or electronic equipment are used or provided, all equipment must meet the requirements of the Ontario Electrical Safety Code and be certified by an organization accredited by the Standards Council of Canada. The equipment must be marked with the appropriate marking to indicate that it complies with the Ontario Electrical Safety Code.

Exhibit A

Police, Fire and Safety Regulations

All fire and safety regulations of the facility must be strictly followed by all Sellers and subcontractors while on Purchaser's Property. In addition, the Seller, subcontractors, and Purchaser are obligated to meet all rules, regulations, and standards of the US OSH Act of 1970 and as promulgated in 29CFR1926 and 29CFR1910, US State Occupational Safety and Health Plans; Canada Labour Code Part II and corresponding regulations, Canadian Workplace Hazardous Materials Information System, provincial Occupational Health and Safety Acts.

Personal protection equipment must be worn at all times while on Purchaser property. At a minimum, eye, hearing and foot protection is required, except in designated safe zones.

For Seller's initial visit to Purchaser a safety meeting shall be conducted with designated facility associates prior to the performance of any service.

1. Sellers must supply Purchaser's Police Department with a list of their personnel designating those persons who are in charge of the job on the form provided, before starting work.

This list must be on form 108C-7 for all Akron facilities.

- 2. On each day worked, Seller personnel must register in and out through facility gatehouses or Seller gate portals, as appropriate, utilizing at particular sites such arrangements as may be required, and obtaining and returning identification badges.
- 3. Comply with posted speed limits and other traffic and safety precautions along facility drives.
- 4. Seller's equipment must not be parked in assigned employee's parking spaces or blocking roadways and drives.
- 5. When construction work is being done on Purchaser's property, Purchaser's employees must be protected from all construction hazards including open excavations, falling objects, welding operations, and other hazards.
- 6. The construction work shall be isolated from Purchaser's operations if at all possible. Barricades, fences and guardrails shall be set up and appropriate warning signs shall be posted.
- 7. To the extent practical, Purchaser will adjust work schedules so that no Purchaser employee is working in an area where overhead work is being done by Seller.
- 8. If it is determined that this is not practical to adjust work schedules and overhead work is to be done by Seller in an area that Purchaser must keep in operation, then the work of the Seller must be isolated as much as possible. This is to be done by sheeting the ceiling or underside of the roof with plain lumber, wallboard panels, and plastic or canvas tarpaulins. Flame retardant material shall be used where any hazard of fire is present.
- 9. No motorized equipment (internal combustion or electric power) may be used near exposed flammable liquids or in areas where explosive fumes, vapors, or dust permeate the atmosphere.
- 10. In certain areas of the facility only nonferrous tools made of bronze or nonsparking alloys may be used. Call the facility fire chief to determine these special locations.

- 11. Before starting any operations on Purchaser's property involving the use of welding or burning torches or other open flames, Seller's foreman and/or job superintendent must contact the facility fire chief or his representative and obtain a welding and open flame permit. There are no exceptions to this rule. Such jobs can proceed only with proper approval and according to the precautions the fire chief or his representative sets forth for any given job. A 2 1/2 gallon water pump can type extinguisher shall be provided by Seller for each open flame permit, plus whatever other extinguishers that are needed as prescribed by the fire chief or his representative.
- 12. Sellers are prohibited from using flammable solvents for cleaning on Purchaser property.

A flammable solvent is defined as a material with a flash point of less than 100 degrees Fahrenheit (37.8 degrees Celsius)

- 13. Any motor fuels brought onto Purchaser's property, such as gasoline, propane and butane gases, etc., must be transported in containers which are specifically approved for that particular type of flammable material. Further the location of these fuels and the manner in which they are stored on Purchaser's property must be determined and approved by the facility fire chief. The fueling of vehicle(s) inside of building(s) is prohibited.
- 14. Compressed gas cylinders are normally considered safe unless they are abused or mishandled. Seller personnel will observe the following general rules regarding their use on Purchaser's property:
 - (a) Cylinders must be identified as to contents.
 - (b) Cylinders, when not in use, must be securely tied with safety caps in place: oxygen cylinders should be stored separately from fuel gas cylinders when not in use, and the separation should be a minimum of 20 feet.
 - (c) Cylinders must not be dropped, struck together, or allowed to fall.
 - (d) Cylinders must always be treated as though they are full.
 - (e) Cylinders must not be exposed to excessive heat.
 - (f) Cylinders, when transported, must be securely chained or clamped in place on a suitable truck carriage with valve safety cap in place.
- 15. All Sellers are to review the facility asbestos operations and maintenance plan before commencing work. The resident engineer, project manager, coordinating engineer or designated project management representative of both the company and the Seller is to insure familiarization with the plan and, proper emergency response procedures. All suspected asbestos contaminated material is to be treated as asbestos contaminated material until properly identified by laboratory analysis. Work in the area is to be discontinued until material is identified and proper action can be taken.
- 16. Ladders brought onto Purchaser's property must meet all requirements as specified in the OSHA Regulations or analogous provincial regulations. In addition, all ladders must be properly identified as to the owner. The use of aluminum ladders on Purchaser's property is prohibited. This is a Purchaser safety policy to assure that aluminum ladders are not inadvertently used in the wrong areas.
- 17. Strict compliance with OSHA (or analogous provincial requirements, as applicable) regarding the control of hazardous energy procedures (LOCKOUT/TAGOUT) must be followed (OSHA 1910.147). The Seller must advise their Purchaser contact of their procedures to be followed.
- 18. Work shall not be commenced within ten (10) feet of any electrical power line and in accordance with OSHA Regulations until such power lines are deenergized by personnel authorized by Purchaser.

- 19. The ""NO SMOKING"" regulation of Purchaser must be rigidly complied with. On each floor, areas for smoking have been designated and identified by signs.
- 20. Before the Seller(s) begin the job, they shall familiarize themselves and their employees of the proper method for turning in a facility fire alarm and/or city fire alarm.
- 21. The Seller shall post and maintain a copy of these regulations in a visible location at the job site until completion of the contract.
- 22. If a Seller has any question regarding these regulations, assistance may be obtained by contacting, either in person or by telephone, one of the following: Purchaser's Engineering Department, Police Department, Fire Department, or Safety Department at the respective facility in question.
- 23. The Seller's compliance to the regulations referred to in this document will be considered when job performance evaluations are rendered.

Additional requirements for welding:

- Use welding curtains
- Wire brush weld
- Remove & clean up slag
- Prime and paint weld
- Clean up job site

Local facility policies must be followed at all times.